

Action No.: 0901-03296

IN THE COURT OF QUEEN'S BENCH OF ALBERTA
JUDICIAL DISTRICT OF CALGARY

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, as amended

AND IN THE MATTER OF BUDGET WASTE INC.

I hereby certify this to be a true copy of
the original *[Signature]*
Dated this 17 day of February, 2010
for Clerk of the Court

BEFORE THE HONOURABLE)	At the Calgary Courts Centre, in the
MR. JUSTICE S.J. LOVECCHIO)	City of Calgary in the Province of
IN CHAMBERS)	Alberta, on Monday, February 8th,
		2010.

FINAL SANCTION ORDER

UPON APPLICATION of Budget Waste Inc. ("BWI"), and upon having read the Affidavit of Jim Can, sworn January 29, 2010 (the "Can Affidavit"), and upon being referred to previous Affidavits filed on behalf of BWI in the within proceedings pursuant to the *Companies Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"); **AND UPON** having read the Tenth Report of Hardie and Kelly Inc. in its capacity as Monitor of BWI (the "Monitor"), as well as previous reports of the Monitor, all filed herein; **AND UPON** hearing representations of counsel for BWI, counsel for the Monitor, and other counsel attending at the hearing of this application; **AND UPON** being advised of the results of the meeting of the affected unsecured creditors of BWI, and the voting of the Unsecured Creditors to approve the Amended Plan of Compromise or Arrangement of BWI, and the Amendment to the Amended Plan (the "Plan"); **AND UPON** having considered and being satisfied as to the fairness and reasonableness of the Plan,

IT IS HEREBY ORDERED AND DECLARED THAT:

Interpretation, Service and Meeting of Creditors

1. With respect to service of notice of this application and all accompanying materials, the dissemination of the Plan, the service of notice of the Creditors' Meeting and all other matters of technical compliance under the CCAA and previous Orders of the Court:
 - (a) An Order abridging the time for service of the materials in support of this motion and hearing of the motion, if necessary;
 - (b) The dissemination of the Plan and all accompanying materials to the Unsecured Creditors has been duly effected;
 - (c) Proper notice of the Creditors' Meeting was duly given to all Unsecured Creditors entitled to vote at such meeting;
 - (d) The Creditors' Meeting was duly convened and held in accordance with the provisions of the CCAA; and
 - (e) The distribution of Meeting Materials pursuant to the Order granted by this Court on December 23, 2009, has been duly effected.

2. All capitalized terms not defined herein shall take the meaning ascribed to them in the Plan and in the Can Affidavit.

Amendment of the Plan

3. The amendment of paragraph 4.2 of the Amended Plan be and is hereby approved, and the amended 4.2 shall form part of the Amended Plan of BWI.

4. The Amended DIP Financing Agreement be and is hereby approved.

Sanction of Plan

5. BWI has complied in all respects with the provisions of the CCAA and the previous Orders of this Honourable Court in these proceedings.
6. The Plan has been agreed to and approved by the requisite majorities of Unsecured Creditors in accordance with the CCAA.
7. The Plan is fair, reasonable, in the best interests of BWI and its Creditors and is hereby finally and absolutely sanctioned and approved pursuant to the provisions of the CCAA, in particular section 6 thereof.

Plan Implementation

8. Effective as of the Plan Implementation Date, which shall be defined as March 1st, 2010, the Plan and all associated steps, compromises, transactions, arrangements, assignments, releases and reorganizations effected thereby are approved, binding and effective as herein set out upon BWI, all Unsecured Creditors and all other Persons affected by the Plan.
9. Subject to the performance by BWI of its obligations under the Plan, all obligations, agreements or leases to which BWI is a party shall be and remain in full force and effect, unamended, as at the Plan Implementation Date, unless repudiated or deemed to be repudiated by BWI pursuant to any Order of this Court, and no party to any such obligation or agreement shall, on or following the Plan Implementation Date, accelerate, terminate, refuse to renew, rescind, refuse to perform or otherwise repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy under or in respect of any such obligation or agreement, by reason:
 - a. Of any event which occurred prior to, and not continuing after, the Plan Implementation Date or which is or continues to be suspended or waived

under the Plan, which would have entitled any other party thereto to enforce those rights or remedies;

- b. That BWI sought or obtained relief or has taken steps as part of the Plan or under the CCAA;
 - c. Of any default or event of default arising as a result of the financial condition or insolvency of BWI;
 - d. Of the effect upon BWI of the completion of any of the transactions contemplated under the Plan; or
 - e. Of any compromises, settlements, restructurings or reorganizations effected pursuant to the Plan.
10. From and after the Plan Implementation Date, all Persons shall be deemed to have waived any and all defaults then existing, previously committed, or caused by BWI, any non-compliance with or breach of or default under any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, instrument, credit document, guarantee, agreement for sale, lease or other agreement, written or oral, and any and all amendments or supplements thereto (each, an "Agreement") existing between such person and BWI or any other Person and which non-compliance, breach or default is applicable to BWI or results from any circumstance or event applicable to BWI or its obligations under any Agreement and any and all notices of default and demands for payment under any Agreement shall be deemed to be of no further force or effect.
11. Nothing contained herein shall affect the rights and remedies of any Unaffected Creditor from taking steps to enforce those rights and remedies pursuant to its agreements and/or security for any default occurring on or after March 2, 2010.

12. As at 12:01 AM on the Plan Implementation Date, each Unsecured Creditor will be deemed to have consented and agreed to all of the provisions of the Plan in its entirety. In particular, each Unsecured Creditor shall be deemed on their own behalf and on behalf of their heirs, executors, administrators, successors and assigns, for all purposes:
- a. To have executed and delivered to BWI all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety;
 - b. To have waived any default by BWI in any provision, express or implied, in any agreement or other arrangement, written or oral, existing between such Creditor with a Claim and BWI that occurred on or prior to the Plan Implementation Date;
 - c. To have agreed that if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Unsecured Creditor and BWI as at the Plan Implementation Date (other than those entered into by BWI on, after, or with effect from, the Plan Implementation Date) and the provisions of the Plan, then the provisions of the Plan take precedence and priority and the provisions of such agreement or other arrangement are amended accordingly; and
 - d. To have released absolutely and in their entirety, all Claims against BWI and any current or former directors, officers, employees, counsel and advisors of BWI (each hereinafter "The Released Party").
13. The Administration Charge shall remain in full force and effect until the completion of all payments by BWI as contemplated by the Plan. //

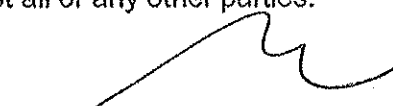
14. Any and all Unsecured Claims against BWI of any nature are hereby compromised, discharged, and released in accordance with the Plan, and the ability of any Person to proceed against BWI in respect of or relating to any Unsecured Claims is forever discharged and restrained, and all proceedings with respect to, in connection with or relating to such Unsecured Claims are permanently stayed, subject only to the right of Unsecured Creditors to receive distributions pursuant to the Plan in respect of their Unsecured Claims.
15. All liens, including all security registrations against BWI, in favour of any Unsecured Creditor in respect of an Unsecured Claim are hereby discharged and extinguished.
16. All liens, including all security registrations against BWI, in favour of any Creditor in respect of a Disputed Claim are hereby discharged and extinguished.
17. At any time on or after the Plan Implementation Date, BWI is authorized to complete any steps, including but not limited to the preparation, execution, and filing of necessary documentation, required to effect the discharge of any registration made against BWI by an Unsecured Creditor in respect of an Unsecured Claim and by any Creditor in respect of a Disputed Claim.
18. Any Pre-Filing Claims and Subsequent Claims in respect of which a proof of claim has not been filed by the Claims Bar Date or the Subsequent Claims Bar Date, as applicable, or if filed, has not been pursued in accordance with the provisions of the Claims Procedure Order granted in these proceedings, shall, upon the Plan Implementation Date, be forever barred and extinguished.
19. The stay of proceedings under the Initial Order is extended in respect of BWI to, and including, the Plan Implementation Date or such date as required in order to enable BWI to fully implement the Plan, but not later than March 2, 2010.

20. The commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceeded with against any Released Party in respect of all Unsecured Claims and any other matter released pursuant to paragraph 9 herein is hereby stayed.
21. The Monitor is authorized to perform its functions and fulfil its obligations under the Plan to facilitate the implementation of the Plan.
22. All distributions and payments by the Monitor to any parties as contemplated under the Plan are for the account of BWI and in fulfillment of its obligations under the Plan.
23. Upon completion by the Monitor of its duties in respect of BWI pursuant to the CCAA and the Orders, including, without limitation, the Monitor's duties in respect of the Claims Procedure and the distributions to be made by the Monitor in accordance with the Plan, the Monitor may file with the Court a certificate of Plan termination stating that all of its duties in respect of BWI pursuant to the CCAA and the Orders have been completed and thereupon, Hardie and Kelly Inc. shall be deemed to be discharged from its duties as Monitor of BWI.
24. On Plan Implementation Date, the Monitor is authorized to return to BWI the balance of all funds held by the Monitor.
25. Notwithstanding (a) the pendency of the CCAA Proceedings and the declarations of insolvency made therein; or (b) the provisions of any federal or provincial statute, none of the transactions, payments, steps, releases or compromises made during the CCAA Proceedings or contemplated to be performed or effected pursuant to the Plan shall constitute settlements, fraudulent preferences,

fraudulent conveyances or other challengeable or reviewable transactions under any applicable law, federal, provincial or otherwise nor shall they constitute conduct meriting an oppression remedy.

26. Pursuant to Section 16 of the CCAA, this Order shall have full force and effect in all provinces of Canada. This Court request the aid and recognition of: (i) any court or any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to Section 17 of the CCAA) and the Federal Court of Canada; (ii) any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province; (iii) any court or any judicial, regulatory or administrative body of the United States; and (iv) the states or other subdivisions of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms hereof.
27. The Disclaimed Leaseholders shall be entitled to file an unsecured claim in relation to any satisfactorily proven deficiency following receipt of payments made to the Disclaimed Leaseholders pursuant to the Plan, which claims shall be filed on or before April 30th, 2010. Any claim not filed on or before April 30th, 2010 shall be forever barred and may not thereafter be advanced against BWI.
28. BWI and the Monitor may apply to the Court for advice and direction in respect of any matter arising from or under the Plan.

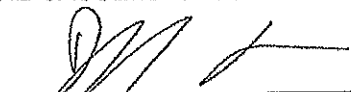
29. Service of this Order shall only be required to be made upon those parties on the Service List attached to the Notice of Motion respecting this application and those additional parties in attendance at the hearing of the within application and shall be dispensed with as against all or any other parties.



J.C.C.Q.B.A.

APPROVED as to form and content
this ____ day of February, 2010.

BLAKE CASSELS & GRAYDON

Per: 

Dufferin Harper
Counsel for the Monitor

MILES DAVISON LLP

Per: _____
Susan Robinson Burns, Q.C.
Counsel for Contract Funding Group

FRASER MILNER CASGRAIN

Per: _____
Robert Kennedy
Counsel for Canadian Western
Bank

MILLER THOMSON

Per: _____
Nicole Taylor-Smith
Counsel for

ALEXANDER HOLBUM BEADUIN & LANG

Per: _____
Michael Dery
Counsel for Transportaction

ENTERED this 17 day of
February, 2010.

K. MCAUSLAND
Clerk of the Court



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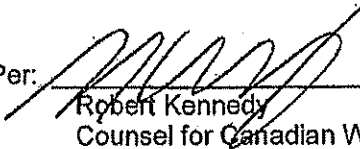
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Robert Kennedy
Counsel for Canadian Western
Bank

MILLER THOMSON LLP

Per: _____

Nicole Taylor-Smith
Counsel for CIT Financial Ltd.

ALEXANDER HOLBUM BEADUIN & LANG

Per: _____
Michael Dery
Counsel for Transportation

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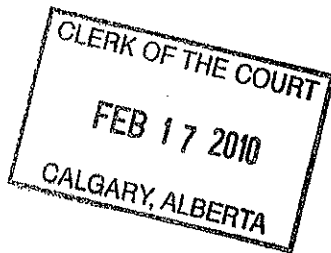
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File # 53249-001

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